

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

SERGIO SEGURA AND ORALIA SEGURA	§	
<i>Plaintiffs,</i>	§	
	§	
v.	§	CIVIL ACTION NO. 5:21-cv-00958
	§	
NATIONWIDE GENERAL INSURANCE	§	
COMPANY	§	
<i>Defendant.</i>	§	

NOTICE OF REMOVAL

Defendant Nationwide General Insurance Company (“Defendant”), through undersigned counsel and pursuant to 28 U.S.C. §§ 1332, 1441 and 1446, files this Notice of Removal of the lawsuit captioned *Sergio Segura and Oralia Segura v. Nationwide General Insurance Company*; Cause No. 2021CI185434; In the 45th Judicial District of Bexar County, Texas.

**I.
BACKGROUND**

1. Plaintiffs Sergio Segura and Oralia Segura (hereinafter “Plaintiffs”) initiated the present action by filing their Original Petition in Cause No. 2021CI18534; In the 45th Judicial District of Bexar County, Texas on September 2, 2021 (the “State Court Action”). *See* Plaintiffs’ Original Petition, attached as **Exhibit A**.

2. Defendant appeared and answered on October 8, 2021, asserting a general denial to the claims and allegations made in Plaintiffs’ Original Petition. *See* Defendant’s Original Answer, attached as **Exhibit B**.

3. Pursuant to 28 USC § 1446(a) all a copy of all process, pleadings, and orders served upon Defendant in the State Court Action are incorporated in **Exhibit A**.

4. Pursuant to 28 U.S.C. § 1446(d), promptly after filing this Notice of Removal, Defendant will give written notice of the removal to Plaintiffs through their attorney of record, and to the clerk of the 45th Judicial District Court of Bexar County, Texas.

5. Pursuant to 28 USC §§ 1446(b)(1) and 1446(c)(1) this Notice of Removal has been timely filed within 30 days of service on Defendant of Plaintiffs' Original Petition and less than one year after the commencement of this action.

II. JURISDICTION

6. This Court has original jurisdiction pursuant to 28 U.S.C. § 1332, and the matter is removable to this Court pursuant to 28 U.S.C. § 1441 because there is complete diversity of citizenship between the properly joined parties and the amount in controversy exceeds \$75,000 exclusive of interest and costs.

A. Diversity of Parties

7. Plaintiffs are domiciled in Bexar County, Texas. *See Exhibit A, ¶ 2.* Pursuant to 28 U.S.C. § 1332(a), therefore, Plaintiffs are citizens of the State of Texas.

8. Nationwide General Insurance Company is organized under the laws of Ohio and maintains its principal place of business in Ohio. Pursuant to 28 U.S.C. § 1332(c)(1), therefore, Nationwide is a citizen of the State of Ohio.

9. Accordingly, there is complete diversity between the parties pursuant to 28 U.S.C. § 1332(a).

B. Amount in Controversy

10. Based upon the allegations in Plaintiffs' Original Petition and the amount demanded by Plaintiffs' counsel, the amount in controversy in this case exceeds \$75,000 rendering removal

proper. On June 30, 2021, Plaintiffs' counsel sent a letter to Defendant that asserts the insureds are owed \$26,667.37 on the claim, an additional \$5,333.47 for penalties under Chapter 542 of the Texas Insurance Code, and \$1,560 for attorneys' fees and costs, for a total demand of \$33,560.84. *See Exhibit C.* In Plaintiffs' Original Petition, Plaintiffs seek "actual damages, consequential damages, treble damages under the Texas Insurance Code and Texas Deceptive Trade Practices Act, and all punitive, additional, and exemplary damages as may be found." *See Exhibit A, ¶ 15.* Treble damages, exemplary damages, penalties, and attorneys' fees are included as part of the amount in controversy.¹ Trebling the claimed damages alone exceeds \$75,000. Accordingly, the amount in controversy requirement of 28 U.S.C. § 1332(b) is satisfied.

III. CONCLUSION

11. Removal of this action under 28 U.S.C. § 1441 is proper as the district courts of the United States have original jurisdiction over the matter pursuant to 28 U.S.C. § 1332, and as all requirements for removal under 28 U.S.C. § 1446 have been met.

12. WHEREFORE, Defendant Nationwide General Insurance Company hereby provides notice that this action is duly removed.

(Signature on following page.)

¹ *See H&D Tire & Automotive-Hardware, Inc. v. Pitney Bowes Inc.*, 227 F.3d 326, 330 (5th Cir. 2000); *see also St. Paul Reinsurance Co. v. Greenberg*, 134 F.3d 1250, 1253 (5th Cir. 1998).

Respectfully submitted,

/s/ Patrick M. Kemp

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**ATTORNEYS FOR DEFENDANT
NATIONWIDE GENERAL INSURANCE
COMPANY**

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing instrument has been served electronically via CM/ECF and Certified Mail this the 8th day of October, 2021 to:

Clare P. Rodgers
Pace Rodgers Law
310 W. Sunset, Ste 203
San Antonio, Texas 78209
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/s/ Patrick M. Kemp

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